

***County of Sacramento and Sacramento County Water Agency
and the FEDERAL EMERGENCY MANAGEMENT AGENCY***

Cooperating Technical Partner

Memorandum of Agreement

This **AGREEMENT** is made on Sept. 11, 2001 by these parties: County of Sacramento ("COUNTY") and the Sacramento County Water Agency, State of California ("AGENCY") and the Federal Emergency Management Agency (FEMA).

BECAUSE the National Flood Insurance Program (NFIP) established by the National Flood Insurance Act of 1968 has several purposes, the most significant being

- To better indemnify individuals from losses through the availability of flood insurance;
- To reduce future flood damages through community floodplain management regulations; and
- To reduce costs for disaster assistance and flood control; and

BECAUSE a critical component of this program is the identification and mapping of the nation's floodplains to create a broad-based awareness of the flood hazard and to provide the data necessary for community floodplain management programs and to actuarially rate flood insurance; and

BECAUSE the Federal Emergency Management Agency (FEMA) administers the National Flood Insurance Program (NFIP) and is authorized by §1360 of the National Flood Insurance Act of 1968, as amended (42 U.S.C. 4101), to establish and update flood-risk zone data in floodplain areas. Further, in the identification of flood-prone areas, FEMA is authorized to consult with, receive information from, and enter into Agreements or other arrangements with the head of any State, regional, or local agency in order to identify these floodplain areas; and

BECAUSE FEMA encourages strong Federal, State, regional, and local partnerships for the purposes of reducing flood losses and disaster assistance; and

BECAUSE FEMA and its State, regional, and local partners have determined that it is advantageous to encourage and formalize greater cooperation in the flood hazard identification and mapping processes; and

BECAUSE many communities and the agencies that serve them have developed considerable technical capabilities and resources that provide the opportunity to improve and expand the collection, development, and evaluation of flood hazard data; and

BECAUSE COUNTY participates in the NFIP, and COUNTY has been deemed by FEMA to be in good standing in the NFIP; and

BECAUSE COUNTY and AGENCY, the County of Placer, and the City of Roseville have expressed a desire to jointly participate in the flood hazard identification process for Pleasant Grove and Linda Creeks and have provided evidence that they have sufficient technical capability and will dedicate the resources necessary to perform those functions.

NOW THEREFORE, it is mutually agreed that the parties enter into this Agreement to work together to create and maintain accurate, up-to-date flood hazard data for Linda Creek in the County of Sacramento subject to the terms and conditions recited below.

1. CONSULTATIONS

The parties shall collaborate on flood hazard identification activities for the floodplain mapping of Linda Creek, and shall consult with each other to fully integrate each other's contributions into the flood hazard identification efforts. Questions regarding the execution of this Agreement will be resolved by an implementation committee consisting of a FEMA representative and COUNTY representative. If this committee is unable to resolve technical issues the resolution may be accomplished through alternative dispute resolution procedures.

2. EVALUATION AND REPORTING

The parties shall review the partnership created by the Agreement as necessary to determine and document the activities undertaken to maintain accurate flood hazard data, and to revise the Agreement as necessary.

3. RESOURCE COMMITMENT

The parties agree to commit the human, technical, and financial resources sufficient to coordinate effectively with all entities impacted by flood hazard identification efforts to implement this Agreement. Resources. For COUNTY, this includes staff time for periodic review of engineering progress reports and public notification and outreach as required for the floodplain mapping efforts, and for AGENCY funding as identified in the agreement between AGENCY and the County of Placer for the surveying and aerial mapping services for Linda Creek.

4. STANDARDS

Unless otherwise indicated, all flood hazard identification activities will be accomplished according to FEMA's Guidelines and Specifications for Study Contractors (FEMA 37) dated 1/95 and FEMA's Guidelines and Specifications for Flood Map Production Coordination Contractors dated 2/17/99, and all subsequent revision to these documents.

5. SPECIFIC INITIATIVES

When specific initiatives or projects are to be performed, they will be forwarded through and negotiated by the County of Sacramento, Water Resources Department and shall be attached to this Memorandum of Agreement as negotiated TASK items. For this Memorandum of Agreement to go into effect, no TASK items are required.

6. TERM

The respective duties, responsibilities and commitments of the parties in this Agreement shall begin on the date this Agreement is signed by the parties and may be periodically renewed, revised, or terminated at the option of any of the parties. The parties agree that a 60-day notice shall be given **prior** to the termination of this Agreement.

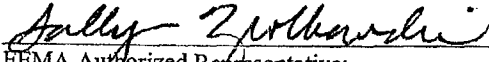
THEREFORE, each party has caused this Agreement to be executed by its duly authorized representatives on the date mentioned above.



County of Sacramento and the
Sacramento County Water Agency, Authorized Representative
Keith DeVore, Director
Water Resources Department

8-28-01

Date

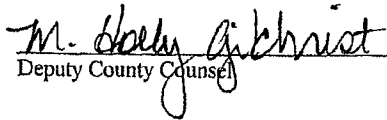


FEMA Authorized Representative:
Sally Ziolkowski, Director, Mitigation Division, RIX

9/11/01

Date

Approved as to form:


Deputy County Counsel